

NOTICE TO RESIDENTS

1. As provided for in your lease, we have the option to require monies presented to the office to be in the form of certified funds at any time during the term of the lease or any extension or renewal period.
2. Refrigerator, washer, dryer, garage door opener, if present at move in, are warranted for the first 30 days of the lease only.
3. **Residents acknowledge they have read the Resident Handbook and agree to the terms therein. The Resident Handbook is available at:**
<https://alpsmgmt.com/wp-content/uploads/2019/05/ALPS-Tenant-Handbook-2017135.pdf>
4. **Residents may access the Resident Emergency Disaster Handbook at:**
<https://alpsmgmt.com/wp-content/uploads/2018/12/resident-emergency-disaster-handbook.pdf>

I (WE) HAVE READ THE LEASE AND UNDERSTAND IT AND HAVE:

_____ NO QUESTIONS

_____ THE FOLLOWING QUESTIONS



RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: _____ ; and

Tenant(s): _____

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: _____
legally described as: _____

in _____ County, Texas, together with the following non-real-property items: Range/Stove, Refrigerator, Clothes Washer, Clothes Dryer

The real property and the non-real-property are collectively called the "Property".

3. TERM:

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: _____ Expiration Date: _____

B. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*

- (1) 30 days before the Expiration Date.
- (2) _____ days before the Expiration Date.

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If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*
- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
 - (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. RENT:

- A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$ _____ for each full month during this lease. The first full month's rent is due and payable not later than _____ by *(select one or more)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord.

Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

- (1) the first day of each month during this lease.
 - (2) _____
- Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

- B. Prorated Rent: On or before _____ Tenant will pay Landlord \$ _____ as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

- C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: Austin Landmark Property Services Inc.
Address: PO Box 202344
Austin, TX 78720-2344

Notice: Place the Property address and Tenant's name on all payments.

- D. Method of Payment:
- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
 - (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
 - (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord. Landlord may or may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord.
 - (4) Landlord requires does not require Tenant(s) to pay monthly rents by one payment.
 - (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

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E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

(1) an initial late charge equal to (*check one box only*): (a) \$ 50.00 ; or (b) _____ % of one month's rent; **and**

(2) additional late charges of \$ 10.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least one full day after the date on which the rent is due.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is based on a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of rent. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ 50.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

9. PETS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any pet on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet.

B. If Tenant violates this Paragraph 9 or any agreement to keep a pet on the Property, Landlord may take all or any of the following action:

(1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;

(2) charge Tenant, as additional rent, an initial amount of \$ 100.00 and \$ 10.00 per day thereafter per pet for each day Tenant violates the pet restrictions;

(3) remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and

(4) charge to Tenant the Landlord's cost to:

(a) remove any unauthorized pet;

(b) exterminate the Property for fleas and other insects;

(c) clean and deodorize the Property's carpets and drapes; and

(d) repair any damage to the Property caused by the unauthorized pet.

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- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any pet.

10. SECURITY DEPOSIT:

- A. **Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ _____ by (select one or more): cashier's check electronic payment money order personal check or other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. **Interest:** No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. **Refund:** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
- (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
 - (f) unpaid pet charges;
 - (g) replacing unreturned keys, garage door openers, security devices, or other components;
 - (h) the removal of unauthorized locks or fixtures installed by Tenant;
 - (i) Landlord's cost to access the Property if made inaccessible by Tenant;
 - (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
 - (k) packing, removing, and storing abandoned property;
 - (l) removing abandoned or illegally parked vehicles;

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- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: none

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

12. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are *(include names and ages of all occupants)*: _____

B. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

C. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

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- E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 14 days without Landlord's written permission, whichever is less.
- F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

- A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.
- C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 90.00 .
- D. Keybox: **A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
 - (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
 - (a) during the last 30 days of this lease or any renewal or extension; and
 - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.

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- (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ **one month rent** _____ as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
- (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: _____
_____.
- B. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 2 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.
- B. Definitions:
 - (1) *"Normal wear and tear"* means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - (2) *"Surrender"* occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
 - (3) *"Abandonment"* occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

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C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters at least once a month;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times; and
- (13) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: **as necessary to maintain a healthy green lawn, trees and shrubs and to prevent foundation settlement**

_____. Other than watering, the yard will be maintained as follows:

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- (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- (b) Tenant, at Tenant's expense, will maintain the yard.
- (c) Tenant will maintain in effect a scheduled yard maintenance contract with: a contractor who regularly provides such service; _____.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

F. Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is permitted not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (512) 794-8171. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

B. NOTICE: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs:

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: refrigerator, clothes washer, clothes dryer, garage door opener, window and door screens

E. Trip Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

F. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

20. SMOKE ALARMS: Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

21. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

22. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

23. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

24. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

25. CASUALTY LOSS OR CONDEMNATION: Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

EMERGENCY is: uncontrolled running water, short circuit, smell or presence of gas, fire, carbon monoxide or smoke. 24 hour emergency services are not provided for broken window, door, or locks, HVAC malfunction, appliance problem or roof leaks. Tenant will provide their own fire extinguisher and maintain it; min. size is class 2A, 10BC. Tenant agrees to pay ALPS, Inc. a processing fee of \$85 for sending any notice of breach of lease or "notice to vacate" for nonpayment of rent. Any issues concerning treating the property for bed bugs are at tenant expense.

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code; and
 - (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

Residential Lease concerning: _____

A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

- (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
 - (i) \$ _____.
 - (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
 - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
 - (i) \$ _____.
 - (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

Residential Lease concerning: _____

29. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

30. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- Addendum Regarding Lead-Based Paint
- Inventory & Condition Form
- Landlord's Additional Parking Rules
- Pet Agreement
- Protecting Your Home from Mold
- Residential Lease Guaranty
- wear & tear attachment**
- _____

- Agreement Between Brokers
- Landlord's Rules & Regulations
- Owners' Association Rules
- Pool/Spa Maintenance Addendum
- Residential Lease Application
- Bed Bug Addendum
- mold information attachment**
- smoke alarm attachment**

32. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.)*:

Tenant at the Property and a copy to:

 E-mail: _____
 Fax: _____

Landlord c/o:
Austin Landmark Property Services, Inc
11573 Jollyville Rd.
Austin, TX, 78759
 E-mail: **info@alpsmgmt.com**
 Fax: **(512) 794-3997**

33. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

Residential Lease concerning: _____

- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of the Texas Association of REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information*).
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.
Name: _____ Phone: _____
Address: _____
E-mail: _____
- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- I. Landlord's broker, **Austin Landmark Property Services, Inc.** _____, will will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by Landlord or property manager for Landlord:
Name of property manager: _____ Phone: _____
Address: _____ E-mail: _____

Residential Lease concerning: _____

J. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

K. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
Date

Tenant Date

Broker's Associate's Printed Name

Austin Landmark Property Services Inc. **380959**
Broker's Printed Name License No.

Austin Landmark Property Services Inc.
Firm Name

For Landlord's Use:

On _____ * (date), Landlord provided a copy of the lease, signed by all parties, to _____ (Tenant) by mail e-mail fax in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*



TEXAS ASSOCIATION OF REALTORS®

PET AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2018

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

NOTICE: An assistance animal is not a pet. Do not use this agreement if animal is an assistance animal.

A. PET AUTHORIZATION AND PET DESCRIPTION:

- (1) Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.
(2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? [] yes [] no Declawed? [] yes [] no Rabies Shots Current? [] yes [] no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? [] yes [] no Declawed? [] yes [] no Rabies Shots Current? [] yes [] no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? [] yes [] no Declawed? [] yes [] no Rabies Shots Current? [] yes [] no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? [] yes [] no Declawed? [] yes [] no Rabies Shots Current? [] yes [] no

B. CONSIDERATION: In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph A on the Property, the parties agree to the following. (Check any one or any combination of the following.)

- [X] (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord a pet deposit of \$ _____. The pet deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
[X] (2) The monthly rent in the lease is increased to \$ _____.
[X] (3) Tenant will, upon execution of this agreement, pay Landlord \$ 75.00 as a one-time, non-refundable payment.

C. PET RULES: Tenant must:

- (1) take all reasonable action to insure that any pet does not violate the rights of other persons;
(2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any pet;
(3) keep the rabies shots of any pet current;
(4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
(5) confine any pet other than a dog or cat in appropriate cages at all times;

Pet Agreement concerning _____

- (6) promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any pet.

D. ACCESS: Tenant must remove or confine any pet at any time that the pet is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING PETS:

(1) Is Tenant aware of whether any of the pets described under this addendum has ever bitten or injured another person? Yes No
 If yes, explain: _____

(2) Is Tenant aware of whether any of the pets described under this addendum has any propensity or predisposition to bite or injure someone? Yes No
 If yes, explain: _____

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
 - (a) any damage to the Property or any item in the Property caused by any pet;
 - (b) any personal injuries to any person caused by any pet; and
 - (c) any damage to any person's property caused by any pet.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any pet or Tenant.

H. DEFAULT: If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

I. SPECIAL PROVISIONS:

_____ pet deposit is included in _____ total deposit in lease contract.
At tenant's expense, flooring will be professionally cleaned and the home and yard will be treated for fleas and flea eggs.
Additional charges will be made against the deposit if pet odors and damage cannot be satisfactorily removed to restore the property to it's previous condition.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:
By: _____

Tenant Date

Printed Name: _____

Tenant Date

Firm Name: Austin Landmark Property Services Inc.

LEASE ATTACHMENT

1. **PARKING/VEHICLES:** Owner/manager has the right to regulate the parking at any time and improperly parked vehicles, unauthorized vehicles, and disabled vehicles will be towed. Parking on the grass is prohibited. Working on motor vehicles is prohibited. Only vehicles listed on the Application will be allowed on the property unless written permission is given by the property manager. **NO BOATS OR TRAILERS ALLOWED ON THE PROPERTY**
2. **KITCHEN:** Remove hard objects or broken glass from the bottom of the dishwasher as they can cause a costly malfunction. The disposal cannot grind objects such as artichokes, banana peels, pineapple rind, lemon/lime peel, potato peelings and hard objects. Residents agree to promptly reimburse manager/owner for service calls related to jammed or broken disposals due to misuse or neglect.
3. **AIR CONDITIONER/HEATER:** Residents agree to change out the A/C and furnace filter monthly as called for in the lease. Residents should acquaint themselves with the appliances circuit breakers and cut-off switches. Fire ants and bugs are attracted to the magnetic field created by running the A/C and resident agrees to treat the area around the compressor to control the exposure to having ants or bugs cause the A/C to malfunction. The resident promptly agrees to reimburse the manager/owner for service calls relating to dirty coils which is the result of dirty filters, unfamiliarity with controls, or by ants or bugs creating a malfunction.
4. **PLUMBING:** Residents are required to keep drains clear of foreign objects. Hair clogs and clogs caused by foreign objects will be repaired at tenant's expense. Properties with septic systems and lift stations may not have anything flushed down the toilet except for toilet paper- no exceptions.
5. **SERVICE:** Except for emergencies as defined in the lease, service is performed via email to jeff@alpsmgmt.com. You must have a telephone number available so that service can be scheduled. Service is provided Monday-Friday from 9:00 a.m. to 4:00 p.m. You are responsible for service calls from misuse, neglect, or being unfamiliar with controls and operations of equipment or for failure to keep a scheduled appointment with a vendor. Multiple service requests within a short time-frame that could have been combined are subject to a \$25.00 processing fee to help offset the administrative costs associated with these kinds of service requests.
6. **WINTER MONTHS:** Should you leave your home during the months of November through March, plan to leave your pipes dripping or plan to turn off the water at the main control and drain the water and drain the appliances/fixtures of water. Resident agrees to reimburse manager/owner for repairs as a result of not following these instructions.
7. **MOVE-OUT CHECKOUT:** On or before the last day of your lease return keys, garage door and gate remote controls, and other devices such as fan remotes and pool keys that have been issued to you. All access devices must be returned at time of move out. Residents will be charged for any issued item not returned.
8. **PETS:** Unauthorized pets are a lease violation and will be removed from the premises at the resident's expense to an animal shelter or Humane Society by giving (1) day notice to the resident. Resident will be fined \$100.00 initially and \$10.00 per day from discovery of violation through date of removal by resident or landlord.

Initials of Residents ____, ____, ____, ____ and Landlord's Agent ____

9. **AGENCY:** For the purposes of this lease as pertaining to notices to or from co-occupants, it is acknowledged that a notice to or from one co-occupant is deemed as notice to or from each occupant.
10. **MODIFICATION:** As per your lease, if the owner/manager provides a business courtesy to the resident such as accepting in the past payments late, accepting a verbal service request, waiving late fees or other charges, the owner/manager does not waive the right to refuse late payments or waive late charges or require that future service requests be in writing. It is hereby understood and agreed that a business courtesy is just that and not a lease modification by action.

MOVEOUT CLEANING GUIDELINES

Carpets will be professionally cleaned at your expense by our vendor after you move out: residents cannot choose the vendor. Carpet cleaning will be charged against the deposit. An \$85.00 administrative fee will be deducted and paid to ALPS, Inc if services are performed other than carpet cleaning. Utilities must be turned on required for move out survey or they will be turned on at your expense. Residents agree that the following items will be cleaned upon their vacating or deductions from the security deposit will be made for such cleaning:

1. In general, remove oils, grease, hair, dirt, sediment, dust and any buildup of foreign matter from all surfaces of premises, appliances and fixtures.
2. Clean floors, windows, (in and out), sills, walls shelving, cabinets, sinks, commodes, bathtubs, showers and any shower doors, tracks and ledges.
3. Clean oven, stove, burner drip pans (replace if beyond cleaning), broiler pan, stove vent filter and fan, backsplash.
4. Clean light fixtures, mirrors, doors, fireplace, entries, patios, garage and/or carport, storage areas.
5. Replace air conditioning filter (or clean if a permanent filter).
6. Remove all personal belongings and trash.
7. Mow front and back lawns (if responsible under the lease).

Resident

Resident

Resident

Resident

Landlord's Agent

Initials of Residents ____, ____, ____, ____ and Landlord's Agent ____

Common Community Association Use Restrictions & Summary

Note: This is not a comprehensive list of use restrictions, nor should it be construed as replacing the Aesthetic and Architectural Guidelines of the specific HOA for your property.

RESTRICTION	DEFINITION	CLARIFICATION/COMMENTS
Trash cans and recycling bin storage.	All trash cans and recycling bins must be placed out of view as soon as possible after collection.	Many HOA violations occur when trash cans are left at the street beyond the date of collection.
Yard Maintenance	Mow, edge, trim weed, mulch, and prune	All residents should keep their entire yard mowed, edged, trimmed in a neat manicured condition. In addition, all residents should keep planted beds free of weeds and apply appropriate mulch in said beds. Finally, all lots should keep all trees and shrubs reasonably pruned in a neat an attractive condition. (Two lease violation notices for lawn maintenance will result in an increase in rent of \$150 per month and ALPS will then have your lawn mowed and trimmed for you)
Vehicle parking	Parking of vehicles is not allowed in the roadways	Contractors may park on the street, and the Association allows for occasional social functions realizing that parking for those occasions will be short term, but requires that all occupants and frequent visitors park off the roadways.
Satellite dish placement (see also for ALPS agreement)	All satellite dishes must be approved by ALPS.	Satellite dishes may be installed toward the back of the lot out of public view as much as possible. Roof installation is STRICTLY PROHIBITED .
Basketball goals (not allowed by ALPS)		Portable goals are not allowed at any time. Permanent and portable.
Recreational vehicles (See your lease)	Parking of recreational vehicles in locations visible from the street or other lots is not allowed.	The restrictions do not allow for recreational vehicles on the Property at any time, but the Association recognizes the need to bring such vehicles on a lot to load or unload, but it is strongly recommended that the Owner of the vehicle notify the association when this will be happening, and vehicles should be removed with 24 hours.
Fireworks	Fireworks are prohibited at all times.	Even though the county may allow their use, the association does not.
Bird Feeders	Up to two (decorative birdhouses not for habitation) may be displayed in the planter bed by the front porch.	Bird houses intended for habitation (maximum of two in number and no higher than ten feet off the ground) or bird feeders (maximum two) must be located in the back yard. (See your lease)

Initials of Residents ____, ____, ____, ____ and Landlord's Agent ____

Flags and flagpoles (not allowed by ALPS)	One flag not exceeding 3'x 5' may be displayed in the front of the home on a pole no longer than 6 feet mounted to the front of the house.	Stand alone flagpoles are not allowed.
Outdoor furniture	Front porch furniture is limited to furniture that is designed for permanent outdoor use.	Beach chairs, folding chairs or other temporary furnishings should not be stored on front porch. No outdoor furniture shall be located in the front or visible side yards.
Potted Plants	Pots must match, blend or compliment the color scheme of the home.	Up to two pots may be displayed on the front entry steps and up to four additional pots may be located on the front porch. Pots are not permitted in grass, planter beds (except pots partially buried as part of the native design), along sidewalks, walkways or driveways (except in front of the garage columns or the area between garage doors). There shall be no more than eight potted plants visible from public view.
Statuaries	Up to three statues not exceeding 2 feet in height are allowed in the planter bed by front porch. A single birdbath no taller than three feet is allowed in the front planter bed.	Statues should be a natural gray or other neutral earth tone color and should be a single color only.

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Landlord's Agent

Date

Initials of Residents ____, ____, ____, ____ and Landlord's Agent ____

Security Guidelines for Residents

PERSONAL SECURITY WHILE INSIDE YOUR DWELLING UNIT

REMEMBER THAT THE BEST SAFETY MEASURES YOU CAN TAKE ARE THE ONES YOU YOURSELF CAN PERFORM AS A MATTER OF COMMON SENSE AND HABIT. PLEASE CAREFULLY CONSIDER AND FOLLOW THESE SUGGESTIONS.

1. Lock your doors and latch your windows. Even when you are inside.
2. If you have night latches or deadbolts on the doors, use them while you are inside your dwelling.
3. When answering the door, first ascertain who is there by looking through a window or peephole. If the person is unknown, first talk with them without opening the door and do not open the door until you are satisfied.
4. It is recommended that you do not lend out your keys.
5. Do not put markings on your key ring to identify your name or address.
6. If you are concerned because you have lost your key or because someone whom you distrust has a key, ask the management to rekey the locks. You have a statutory right to do so provided you pay the cost of rekeying in advance.
7. Keep the phone numbers for emergency medical services, the police or sheriff departments handy.
8. Periodically check your smoke detector for dead batteries or malfunctions.
9. Periodically check your door locks and window latches to be sure they are working properly.
10. Immediately report to the management (in writing, dated, signed and acknowledged) any malfunction of latches and safety devices outside your dwelling unit such as broken gate locks, burned out common exterior lighting, etc.
11. Close curtains, blinds and window shades at night.
12. Mark or engrave identifications on valuables.
13. Please remember that if your home is provided with an alarm system, that it is your responsibility to initiate service to maintain the system. The owner's manager makes no representation as the operation of any security system that may be provided for your home, and you agree to accept responsibility for the system. Even the most elaborate security precautions (such as alarm system, security guards, patrol cars and electronic gates) are not guarantees against crime. You should always proceed as if such security systems did not exist. All systems are subject to mechanical malfunctions, tampering and human error.

PERSONAL SECURITY WHILE OUTSIDE YOUR DWELLING UNIT

1. Lock your doors while you are gone. If you have a dead bolt, lock it too.
2. Leave a radio or TV playing very softly while you are gone.
3. Close and latch your windows when you are gone, particularly on vacations.
4. Use lamp timers when you go out in the evening or go on vacation.
5. Tell your roommate or spouse where you are going and when you will be back.
6. If walking at night, walk with another person.
7. Do not hide a key under the doormat or flowerpot.
8. DO not give entry codes to guests or strangers.
9. Arrange for your newspaper delivery to be stopped if on vacation.
10. Check the back seat before getting into your car.

GENERAL:

Austin Landmark Property Services, In. and its employees, agents and sub-agents make no warranty about the crime in any area or community. Prospects and residents are advised and encouraged to obtain information relating to crime rate in any area or community. Prospects and residents are encouraged to obtain information relating to crime from the local police authorities.

Acknowledgement of receipt of the form:

Initials of Residents ____, ____, ____, ____ and Landlord's Agent ____

Lawn Maintenance Notice & Agreement

Property Address _____ Texas _____

Tenant acknowledges that the property has to have yards maintained in accordance with the lease terms and to neighborhood standards. Some homes are located in subdivisions with Owner Associations, and some associations have managers who actively drive the areas to look for lease violations. Owner Associations can and will levy fines for not maintaining the yards, having weeds in flower beds, having trash cans visible from the street, having unapproved lawn furniture visible from the street, having unauthorized items (such as papers and packages) accumulate in the front yard area, having vehicles parked in the street overnight, having vehicles parked on the driveway with signs on them, having disabled vehicles parked on the driveway, having items in the back yard taller than the fence line, having missing window screens, having papers and packages accumulate on the front porch.

The rental amount of your lease is made by the owner / manager with the understanding that the tenant will maintain the yard as called for in the lease agreement. Tenant agrees, that if 2 violations for failure to maintain the yard are sent to the tenant by the property manager, that the lease amount will be increased **\$150.00** per month to cover the costs associated with maintaining the yard. The increase takes effect when sent to the tenant.

Agreed to this _____ day of _____, _____.

Tenant

Tenant

Owners Agent

Note: General guidelines for yard maintenance for most Owner Associations are:

- 1) Grass is not to be higher than 4" at any time, and must be properly edged.
- 2) No weeds in:
 - a) The flower beds.
 - b) The grass.
 - c) In the cement cracks.

Initials of Residents ____, ____, ____, ____ and Landlord _____

What is Normal Wear and Tear vs. Damages?

Wear and Tear is defined as: The lessening in value of an asset such as real estate due to ordinary and normal use.	Damage is defined as: Injury or harm that reduces value, usefulness, etc. of real estate.
<p>Well-worn keys Failure of A/C or heating unit due to normal use “Sticky” key Balky door lock Minor scuffing of walls due to normal cleaning</p> <p>Worn pattern in plastic counter top Rust stain under sink faucet</p> <p>Loose, inoperable faucet handle Rusty refrigerator shelf Discolored ceramic tile Loose grout around ceramic tile</p> <p>Carpet seam unraveling Minor tracking of carpet in hallway and major traffic area Scuffing on wooden floor Linoleum with the back showing through Minor indention of carpet from furniture Wobbly toilet Rusty shower curtain rod Rust stain under bathtub spout Tracks on doorjamb where door rubs</p> <p>Plant hanger left in ceiling Stain on ceiling caused by leaky roof</p> <p>Discolored light fixture globe Staining inside of fireplace Window cracked by settling Faded shade Sun damaged carpet Sun damaged drapes Rusted out or worn out garbage disposal</p> <p>Stains on parking space after any removal of grease or oil Broken drawer guides Low number of small nail holes</p>	<p>Accumulation of dust, dirt, grease, grime, debris, hair, chemicals Any unauthorized alterations (i.e. painting, wall papering, etc.) Failure of HVAC due to no filter or dirty filter, fire ants in contactor Failure to report maintenance in a timely manner which could lead to further damage, such as: leaks, discoloration of linoleum and tile, blistering paint in bathrooms, defective weather stripping (these lead to sheetrock damage, carpet damage, and paint damage)</p> <p>Excessive paint preparation (crayon marks, oil, smoke, etc.) Missing keys, keys broken off inside lock Door lock replaced by tenant without management’s permission</p> <p>Inadequate cleaning as stated above Missing faucet handle Missing or broken refrigerator shelf or door Damaged ceramic tile or bathtub/sink enamel Cracked or broken toilet tank lid Damaged towel bars Permanent damage of carpet due to improper water bed protection Carpet burn or tear, stain marks on carpet Damage to wooden floor Tear in linoleum</p> <p>Scratches, holes, or gouges in any door or wall Missing doors, missing or broken door stops</p> <p>Missing light fixture globe, burned out or missing light bulbs Damaged lenses Ashes in fireplace, soot on walls or ceilings from burning candles Broken windows or glass Damaged vertical and mini blinds, torn shade, damaged drapes or rods Missing, bent, or torn window screen Jammed garbage disposal Pet damage, fleas from tenant’s pets, urine odor in carpet Caked grease or paint on walkways and driveways</p> <p>Broken smoke alarms or carbon monoxide alarms Removal of tenant trash and junk Any other tenant damage as determined by Walk Out/Make Ready for next tenant. Removal of any hazardous waste Lawn, shrubs and trees not maintained in accordance with lease</p>

ALPS, Inc. will back charge tenant if any items are discovered to be tenant damage.

This is not an all inclusive list

Initials of Residents ____, ____, ____, ____ and Landlord’s Agent ____

MOLD INFORMATION AND PREVENTION ATTACHMENT

PLEASE NOTE: IT IS OUR GOAL TO MAINTAIN A QUALITY LIVING ENVIRONMENT FOR OUR RESIDENTS. TO HELP ACHIEVE THIS GOAL, IT IS IMPORTANT TO WORK TOGETHER TO MINIMIZE ANY MOLD GROWTH IN YOUR DWELLING. THIS IS WHY THIS ATTACHMENT CONTAINS IMPORTANT INFORMATION FOR YOU AND RESPONSIBILITIES FOR BOTH RESIDENT AND MANAGEMENT.

1. ABOUT MOLD: Mold is found virtually everywhere in our environment both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Molds break down organic matter. Without them, we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other material. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Reaction to mold exposure varies greatly from one person to another. Most symptoms appear as allergic reactions. Nonetheless, appropriate precautions need to be made. Potential signs of mold growth are: Unexplained discoloration on any surface, musty odor, dark spots on or around vents, water stains anywhere, peeling or curling of vinyl floors or wallpaper. Anyone with a health problem they think might be associated with mold should consult a medical professional.

2. PREVENTING MOLD BEGINS WITH YOU: In order to minimize the potential for mold growth in your dwelling you must do the following:

- A. Keep your dwelling clean—particularly the kitchen, the bathrooms, carpet and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- B. Remove visible moisture accumulation on windows, sills, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Experts recommend that after taking a shower or bath you: (1) wipe moisture off the shower walls (a squeegee works good), shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels, bath mats and wet clothing so they will completely dry out. Do not leave wet clothing in the washing machine or dryer.
- C. Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of your dwelling dry out.

3. IN ORDER TO AVOID MOLD GROWTH: It is important to prevent excessive moisture building up in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources such as:

- A. Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- B. Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged A/C condensation lines;
- C. Leaks from plumbing lines or fixtures (Residents should know where water cut-offs are), and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering, overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- D. Leaks from clothes dryer discharge vents (which can put lots of moisture into the air);
- E. Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- F. Rain gutters clogged with leaves and debris;
- G. Leaking hot water heater;
- H. Excessive soaking of exterior by sprinklers or hoses.

Initials of Residents ____, ____, ____, ____ and Landlord's Agent ____

4. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES: (Such as ceramic tile, Formica, vinyl flooring, metal, or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the area with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed spray-on type household biocide such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach that can discolor or stain so use caution especially near carpeted areas.. Be sure to follow the instructions on the container. Applying biocides without first cleaning away dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air filter (HEPA) can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

5. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold (other than mildew) on POROUS surfaces such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing and we will take appropriate action.

6. REMEMBER that leaks caused from storms cannot be repaired until the rain stops. Residents must take the initiative to keep premises as free of water as possible and reporting to us status of the leak so that we can take appropriate action.

7. COMPLIANCE: Complying with this attachment will help prevent mold growth in your dwelling. All parties will be able to respond correctly if problems develop that could lead to mold growth.

If you fail to comply with this Attachment, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't correct problems in your dwelling unless we know about them.

_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____		
Landlord's Agent	Date		

Initials of Residents ____, ____, ____, ____ and Landlord's Agent _____

SMOKE DETECTOR AGREEMENT

THIS AGREEMENT shall become a part of the Lease or Rental Agreement.

1. **SMOKE DETECTOR.** YOU ACKNOWLEDGE THAT AS OF THIS DATE, THAT OWNER OR OWNER'S AGENT HAS ADVISED YOU TO IMMEDIATELY TEST YOUR SMOKE DETECTOR(S). **IF THE SMOKE DETECTOR IS NOT WORKING, SUBMIT A SERVICE REQUEST WITH THIS FORM IMMEDIATELY**
2. **REPAIR.** YOU AGREE THAT IT IS YOUR DUTY TO REGULARLY TEST AND CLEAN THE SMOKE DETECTOR(S) AND TO ALERT MANAGEMENT OF ANY MALFUNCTION OR FAILED TEST.
3. **MAINTENANCE.** TENANT AGREES TO REPLACE THE SMOKE DETECTOR(S)'S BATTERY, IF ANY, AT ANY TIME DURING THE LEASE THE EXISTING BATTERY BECOMES UNSERVICEABLE.
4. **REPLACEMENT.** YOU AGREE TO REIMBURSE OWNER, UPON REQUEST, FOR THE COST OF A NEW SMOKE DETECTOR(S) AND THE INSTALLATION THEREOF IN THE EVENT THE EXISTING SMOKE DETECTOR(S) BECOME DAMAGED BY YOU OR YOUR GUESTS.
5. **DISCLAIMER:**
 - A. YOU ACKNOWLEDGE AND AGREE THAT OWNER IS NOT THE OPERATOR, MANUFACTUREER, DISTRIBUTOR OR RETAILER OF THE SMOKE DETECTOR(S); THAT YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE DETECTOR(S).
 - B. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER NEITHER MAKES WARRANTY OF ANY NATURE REGARDING SAID SMOKE DETECTOR(S) AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF HABITABILITY, OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. OWNER SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON(S) CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR(S); (3) THEFT OF THE SMOKE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR FALSE ALARMS PRODUCED BY THE SMOKE DETECTOR(S).
6. **ENTIRE AGREEMENT.** THE PARTIES ACKNOWLEDGE THAT THIS WRITTEN AGREEMENT IS THE ENTIRE AGREEMENT OF THE PARTIES RELATIVE TO THE SMOKE DETECTOR(S). ANY AGREEMENT THAT IN ANY WAY VARIES THE TERMS OF THIS ADDENDUM SHALL BE UNENFORCEABLE AND COMPLETELY VOID UNLESS SUCH AGREEMENT IS IN WRITING AND SIGNED BY BOTH PARTIES.
7. THE TERM OF THIS ATTACHMENT SHALL BE THE SAME AS THE TERM OF THE AGREEMENT OR EXTENSION OR ANY RENEWAL.

EXECUTED THIS _____ day of _____, 20 _____.

Initials of Residents _____, _____, _____, _____ and Landlord's Agent _____

LEASE ADDENDUM

This Lease Addendum (“Addendum”) is to be made part of the Residential Lease (“The Lease”) between _____ (“Landlord”) and _____ (“Tenant”), for the real property located at _____ (“Premises”). The Residential Lease, this Addendum and any riders thereto shall be collectively referred to as the “Agreement.”

Recitals

A. The Tenants have entered a Lease (“Lease”) of the premises described as _____ (“The Premises”), on _____

B. Landlord and Tenant intend this ADDENDUM to become part of the Lease.

C. Landlord and Tenant agree that all terms and conditions of the Lease not modified by this Addendum shall remain in full force and effect, and, in the event of any inconsistencies between this Addendum and the terms of the Lease, the terms set forth in this Addendum shall govern and control. Except as amended hereby, the Lease shall remain in full force and effect.

D. Severable Clauses: Should a court find any clause in this addendum unenforceable, the remainder of this addendum will not be affected and all other provisions in this addendum will remain enforceable.

Terms of Lease Addendum

For and in consideration of the premises and the mutual covenants and agreements hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. SUBLEASES, SHORT-TERM RENTAL. Tenant shall not allow or permit the Premises or any portion of the Premises to be rented, sublet or otherwise occupied by anyone other than Tenant and Tenant’s guests as allowed under the Lease (each such act is referred to as a Sublease), including, but not limited to, any rental, barter or swap, of the Premises, in whole or in part, for any length of time, whether through a third-party service provider or company or not. Any such Sublease is void.

2. PENALTY. If Tenant allows, permits or enters into a Sublease in violation of this Agreement, Landlord may terminate the Lease. Tenant shall promptly pay to Landlord all rents, and payments or compensation of any kind received from a Sublease in violation of this paragraph, which amounts shall be included as Rent, as defined in the Lease.

3. INDEMNIFICATION, **IN THE EVENT OF A SUBLEASE IN VIOLATION OF THIS LEASE ADDENDUM, TENANT WILL INDEMNIFY AND DEFEND LANDLORD AND LANDLORD’S AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, DAMAGES, ORDINANCE VIOLATIONS, FINES, CRIMINAL AND CIVIL PENALTIES OF ANY NATURE ARISING OUT OF THE SUBLEASE EVEN IF SUCH CLAIM ARISES OUT OF THE NEGLIGENCE OF THE LANDLORD OR LANDLORD’S AGENTS.**

4. EXECUTED COUNTER PARTS. This Amendment may be executed in one or more counterparts which shall be construed together as one document. For purposes of the execution hereof, e-mail signatures may be treated as originals.

5. BINDING EFFECT. This Amendment (i) shall be binding upon and shall inure to the benefit of Tenant and Landlord, their respective successors, assigns, receivers and trustees; (ii) may be modified or amended only by a written agreement executed by each of the Parties; and (iii) shall be governed by and construed in accordance with the laws of the State of Texas.

LANDLORD (or Landlord’s agent)

By: _____ Date: _____

TENANT

Date: _____

TENANT

Date: _____

TENANT

Date: _____

TENANT

Date: _____



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Austin Landmark Property Services, Inc.</u>	<u>380959</u>	<u>mebert@alpsmgmt.com</u>	<u>(512)794-8171</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Michael Ebert</u>	<u>530747</u>	<u>mebert@alpsmgmt.com</u>	<u>(512)794-8171</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Michael Ebert</u>	<u>530747</u>	<u>mebert@alpsmgmt.com</u>	<u>(512)794-8171</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Michael Ebert</u>	<u>530747</u>	<u>mebert@alpsmgmt.com</u>	<u>(512)794-8171</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission
TXR-2501

Information available at www.trec.texas.gov
IABS 1-0 Date